

1 56. As a direct and proximate result of DEFENDANTS' breach,
2 PLAINTIFFS lost the Texas 8-Gaines market it won in the lottery and
3 were damaged when, on November 20, 1991, the FCC issued its final
4 order, dismissing QUADRANGLE'S application as being in violation of
5 the FCC's rules implementing 47 U.S.C. §310(b) and the FCC re-
6 lotteried the Texas 8-Gaines market. PLAINTIFFS' damage is in an
7 amount to be proved at trial, but in any event, in excess of Twenty-
8 Five Thousand Dollars (\$25,000.00).

9 WHEREFORE, PLAINTIFFS pray for judgment as set forth below.

10 FOURTH CAUSE OF ACTION
11 (Fraud - False Promise)

12 57. PLAINTIFFS reallege and incorporate herein by reference
13 paragraphs 1 through 56 of this Complaint as though fully set forth
14 below.

15 58. DEFENDANTS represented to PLAINTIFFS that they had the
16 experience, skill, expertise and special knowledge to put together
17 like investors in partnerships, and prepare and file applications
18 for such partnerships in compliance with FCC rules and regulations.

19 59. DEFENDANTS represented to PLAINTIFFS that the applications
20 they filed for the RSA markets would be acceptable to the FCC and in
21 compliance with its rules and regulations.

22 60. PLAINTIFFS are informed and believe and thereon allege
23 that the representations set forth above were false and that
24 DEFENDANTS knew, or should have known of the falsity of those
25 representations.

26 61. PLAINTIFFS are informed and believe and thereon allege
27 that DEFENDANTS made the foregoing false representations to
28 PLAINTIFFS with the intent of misleading PLAINTIFFS and causing

1 PLAINTIFFS to pay DEFENDANTS over Two Hundred Twenty Thousand
2 Dollars (\$220,000.00).

3 62. PLAINTIFFS were unaware of the falsity of DEFENDANTS'
4 representations described above, and relied upon those
5 representations in deciding to enter into the contracts. Had they
6 known of the falsity of those representations, they would not have
7 entered into the contracts.

8 63. As a direct and proximate result of DEFENDANTS' breach,
9 PLAINTIFFS lost the Texas 8-Gaines market it won in the lottery and
10 were damaged when, on November 20, 1991, the FCC issued its final
11 order, dismissing QUADRANGLE'S application as being in violation of
12 the FCC's rules implementing 47 U.S.C. §310(b) and the FCC re-
13 lotteried the Texas 8-Gaines market. PLAINTIFFS' damage is in an
14 amount to be proved at trial, but in any event, in excess of Twenty-
15 Five Thousand Dollars (\$25,000.00).

16 64. PLAINTIFFS are informed and believe and thereon allege
17 that in doing the things herein alleged, DEFENDANTS acted
18 intentionally, willfully, fraudulently, maliciously, with the intent
19 and for the purpose of injuring PLAINTIFFS, and PLAINTIFFS are
20 therefore entitled to an award of exemplary damages in an amount
21 sufficient to deter DEFENDANTS from similar conduct in the future.

22 WHEREFORE, PLAINTIFFS pray for judgment as set forth below.

23 FIFTH CAUSE OF ACTION
24 (Negligent Misrepresentation)

25 65. PLAINTIFFS reallege and incorporate herein by reference
26 paragraphs 1 through 64 of this Complaint as though fully set forth
27 below.

28 ///

66. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS' representations set forth above were false and that DEFENDANTS made those representations with no reasonable grounds for believing them to be true.

67. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS made the forgoing false representations to PLAINTIFFS with the intent of causing PLAINTIFFS to pay DEFENDANTS over Two Hundred Twenty Thousand Dollars (\$220,000.00).

68. PLAINTIFFS were unaware of the falsity of the representations described above, or of DEFENDANTS' inability to make the above referenced allegations accurately, and relied upon those representations in deciding to pay DEFENDANTS over Two Hundred Twenty Thousand Dollars (\$220,000.00). Had they known of the falsity of those representations, they would not have entered into the contracts.

69. As a direct and proximate result of DEFENDANTS' breach, PLAINTIFFS lost the Texas 8-Gaines market it won in the lottery and were damaged when, on November 20, 1991, the FCC issued its final order, dismissing QUADRANGLE'S application as being in violation of the FCC's rules implementing 47 U.S.C. §310(b) and the FCC re-lotteried the Texas 8-Gaines market. PLAINTIFFS' damage is in an amount to be proved at trial, but in any event, in excess of Twenty-Five Thousand Dollars (\$25,000.00).

WHEREFORE, PLAINTIFFS pray for judgment as set forth below.

SIXTH CAUSE OF ACTION
(Breach of Fiduciary Duty)

70. PLAINTIFFS reallege and incorporate herein by reference paragraphs 1 through 69 of this Complaint as though fully set forth below.

1 71. DEFENDANTS held themselves out to PLAINTIFFS as having
2 special knowledge, experience, skill and expertise to put together
3 investors in partnerships which would be applicants to the FCC for
4 the RSA lotteries, and to prepare and file applications for such
5 partnership that would be in compliance with FCC rules and
6 regulations. DEFENDANTS furthermore undertook to put together
7 PLAINTIFFS into a general partnership, QUADRANGLE.

8 72. By virtue of having held themselves out as experts in the
9 processing and filing of FCC applications, their undertaking of the
10 putting together of like investors and forming a partnership, their
11 special knowledge, experience, skill and expertise, and PLAINTIFFS'
12 reposing of trust and confidence in their integrity, fidelity and
13 expertise, DEFENDANTS stood in the position of fiduciaries to
14 PLAINTIFFS and were promoters of the investment opportunity.

15 73. Over the period of time from putting together like
16 investors and forming the partnership to the present, DEFENDANTS
17 breached their fiduciary duties by failing to structure the
18 partnership in such a way as to comply with the law and FCC
19 regulations.

20 74. In acting as described above, DEFENDANTS failed to
21 exercise the care required by a promoter in that they acted contrary
22 to their representations and unduly profited from the formation of
23 the partnership and otherwise obtained advantage over PLAINTIFFS in
24 the establishment of the partnership.

25 75. As a direct and proximate result of DEFENDANTS' breach,
26 PLAINTIFFS lost the Texas 8-Gaines market it won in the lottery and
27 were damaged when, on November 20, 1991, the FCC issued its final
28 order, dismissing QUADRANGLE'S application as being in violation of

1 the FCC's rules implementing 47 U.S.C. §310(b) and the FCC re-
2 lotteried the Texas 8-Gaines market. PLAINTIFFS' damage is in an
3 amount to be proved at trial, but in any event, in excess of Twenty-
4 Five Thousand Dollars (\$25,000.00).

5 76. PLAINTIFFS are informed and believe and thereon allege
6 that in doing the things herein alleged DEFENDANTS acted
7 intentionally, willfully, fraudulently, maliciously, with the intent
8 and for the purpose of injuring PLAINTIFFS, and PLAINTIFFS are
9 therefore entitled to an award of exemplary damages in an amount
10 sufficient to deter DEFENDANTS from similar conduct in the future.

11 WHEREFORE, PLAINTIFFS pray for judgment as set forth below.

12 SEVENTH CAUSE OF ACTION

13 (Breach of the Implied Warranty of Fitness)

14 77. PLAINTIFFS reallege and incorporate herein by reference
15 paragraphs 1 through 76 of this Complaint as though fully set forth
16 below.

17 78. During 1987 and 1988, DEFENDANTS offered PLAINTIFFS an
18 investment opportunity that included "units of applications" to a
19 general partnership, which DEFENDANTS stated to PLAINTIFFS would be
20 the applicant for the RSA lotteries. DEFENDANTS held themselves out
21 to PLAINTIFFS as being experienced, skilled and experts in preparing
22 and filing applications for the RSA markets.

23 79. PLAINTIFFS purchased from DEFENDANTS the investment
24 opportunity, including the units, paying DEFENDANTS over Two Hundred
25 Twenty Thousand Dollars (\$220,000.00). In doing so, PLAINTIFFS
26 relied on DEFENDANTS' skill and judgment to provide PLAINTIFFS with
27 units of applications for the RSA lotteries, which the FCC would not
28 reject if the applicant won the lottery; so that there was an

1 implied warranty that the units of applications were fit for the
2 purpose for which they would be used.

3 80. The units were not fit for the purpose for which they were
4 offered because the partnership was composed of general partners who
5 were non-U.S. citizens and as such, the partnership's applications
6 were in violation of the FCC's rules implementing 47 U.S.C. §310(b).

7 81. PLAINTIFFS damage is in an amount to be proved at trial,
8 but in any event, in excess of Twenty-Five Thousand Dollars
9 (\$25,000.00).

10 WHEREFORE, PLAINTIFFS pray for judgment as follows:

11 PRAYER FOR RELIEF

12 AS TO THE FIRST AND SECOND CAUSES OF ACTION:

13 1. For damages in an amount to be proved at trial but in any
14 event in excess of Twenty-Five Thousand Dollars (\$25,000.00), plus
15 interest thereon as provided by law;

16 2. For costs of suit herein incurred; and

17 3. For such other and further relief as the court deems
18 proper.

19 AS TO THE THIRD CAUSE OF ACTION:

20 1. For damages in an amount to be proved at trial but in any
21 event in excess of Twenty-Five Thousand Dollars (\$25,000.00), plus
22 interest thereon as provided by law;

23 2. For costs of suit herein incurred; and

24 3. For such other and further relief as the court deems
25 proper.

26 ///

27 ///

28 ///

1 AS TO THE FOURTH AND SIXTH CAUSES OF ACTION:

2 1. For damages in an amount to be proved at trial but in any
3 event in excess of Twenty-Five Thousand Dollars (\$25,000.00), plus
4 interest thereon as provided by law;

5 2. For exemplary and punitive damages according to proof;

6 3. For costs of suit herein incurred; and

7 4. For such other and further relief as the court deems
8 proper.

9 AS TO THE FIFTH AND SEVENTH CAUSES OF ACTION:

10 1. For damages in an amount to be proved at trial but in any
11 event in excess of Twenty-Five Thousand Dollars (\$25,000.00), plus
12 interest thereon as provided by law;

13 2. For costs of suit herein incurred; and

14 3. For such other and further relief as the court deems
15 proper.

16
17 DATED: November 5, 1993

BELL, ROSENBERG & HUGHES

18
19 By 

James C. Nelson
Attorneys for PLAINTIFFS

Exhibit A

Exhibit A

Exhibit A



PROFESSIONAL FEES AND ACKNOWLEDGEMENTS

In consideration of the Applicant's payment in the amount of \$11,000.00 (which includes a \$200 FCC filing fee due with each application,) Romulus shall prepare and file with the FCC on the behalf of the Applicant, the following RSAs (initial your choice next to the appropriate box):

☒ I wish to purchase 2 applications for 2 consecutive RSA's beginning with RSA # and ending with RSA # for which I agree to pay \$11,000.00 as set forth on the attached Fee Schedule.

☐ I wish to purchase 2 units of applications (out of a total of 50 units) to contribute to a General Partnership which will file 422 applications for RSA's, for which I agree to pay \$ 11,000.00. I understand that if the partnership is a lottery winner, I will have a fractional interest in said win.

☐ I wish to purchase lots of applications (out of a possible 20 lots) so that I can participate in the Cross Market Settlement Program, for which I agree to pay \$. Each lot has 21 RSA's per lot. I understand that if my lot is a lottery winner I will retain 51% of the ownership and 49% is allocated among the other lot owners.

☐ Other

The undersigned Applicant hereby acknowledges that the fees paid for the Cellular Applications designated herein are made with full awareness of the high risk involved. Further, Romulus and/or its agents have made no representations, express or implied, regarding any tax advantages of investment in Cellular Applications and whether such investment of FCC and engineering fees can be assured of future gains.

Date	<u>5/2/88</u>	<u>Koller Chemical Co.</u>	
		Applicant (please print)	
Business Phone		<u>[Signature]</u>	
		Authorized Signature	
Residence Phone		<u>56 North Cedar St.</u>	
		Street Address	
Social Security or Federal ID#		<u>Hazleton</u>	<u>Penn.</u> <u>18201</u>
		City	State Zip Code

ACCEPTANCE

Romulus Engineering acknowledges receipt of this Services Agreement Addendum and has assigned applicant the following Work Sequence Number R2527.

Romulus Engineering

By Marjorie N. Ross

Marjorie N. Ross
Chief of Operations

Name, Address and Telephone No. of Attorney(s)

John H. Banister
BELL, ROSENBERG & HUGHES
P.O. Box 70220, Station "D"
Oakland, CA 94612-0220
(510) 832-8585
(Bar No: 103375)

Attorney(s) for Plaintiffs QUADRANGLE.....

Space Below for Use of Court Clerk Only

FILED
San Francisco County Superior Court

AUG 12 1994

ALAN M. CARLSON, Clerk
BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
(SUPERIOR, MUNICIPAL, or JUSTICE)

(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s): QUADRANGLE COMMUNICATIONS,
et al.

CASE NUMBER 956163

REQUEST FOR DISMISSAL

TYPE OF ACTION

Defendants(s): ROMULUS ENGINEERING, INC.,
et al.

☐ Personal Injury, Property Damage and Wrongful Death:

☐ Motor Vehicle ☐ Other

☐ Domestic Relations ☐ Eminent Domain

☒ Other: (Specify) Breach of Contract, etc.

(Abbreviated Title)

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

1. ☒ With prejudice ☐ Without prejudice

2. ☒ Entire action ☐ Complaint only

☐ Petition only

☐ Cross-complaint only

☐ Other: (Specify)*

Dated: August 5, 1994

*If dismissal requested is of specified parties only, of specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

[Signature]
Attorney(s) for Plaintiffs QUADRANGLE

John H. Banister

(Type or print attorney(s) name(s))

TO THE CLERK: Consent to the above dismissal is hereby given.**

Dated:

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complaint (respondent) must sign this consent when required by CCP 581(1), (2) or (5).

Attorney(s) for

(Type or print attorney(s) name(s))

(To be completed by clerk)

- ☐ Dismissal entered as requested on
☐ Dismissal entered on as to only
☐ Dismissal not entered as requested for the following reason(s), and attorney(s) notified on

Dated: By: , Deputy

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS): JEFFREY B. HABER, APLC JAMES LEE CARTER 2858 Diamond Street San Francisco, CA 94131 TELEPHONE: (415) 586-4300	FOR COURT USE ONLY <div style="text-align: center;"> FILED SAN MATEO COUNTY MUNICIPAL COURT APR 3 1990 By <u>[Signature]</u> CENTRAL BRANCH Deputy </div>
ATTORNEY FOR (NAME): SHERRI KROW Insert name of court, judicial district or branch court, if any, and post office and street address: Municipal Court of California, County of San Mateo Central Branch 800 N. Humboldt ST. San Mateo, CA 94401	
PLAINTIFF: <div style="text-align: center;">SHERRI KROW</div>	
DEFENDANT: <div style="text-align: center;">ANTHONY EASTON, SUSAN EASTON</div>	
<input checked="" type="checkbox"/> DOES 1 TO <u> X </u>	
CONTRACT <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> CROSS-COMPLAINT	CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">C 94543</div>

1. This pleading, including attachments and exhibits, consists of the following number of pages: 12
2. a. Each plaintiff named above is a competent adult
☐ Except plaintiff (name):
 ☐ a corporation qualified to do business in California
 ☐ an unincorporated entity (describe):
 ☐ other (specify):
- b. ☐ Plaintiff (name):
 ☐ has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
 ☐ has complied with all licensing requirements as a licensed (specify):
- c. ☐ Information about additional plaintiffs who are not competent adults is shown in Complaint—Attachment 2c.
3. a. Each defendant named above is a natural person
☐ Except defendant (name):
 ☐ a business organization, form unknown
 ☐ a corporation
 ☐ an unincorporated entity (describe):
 ☐ a public entity (describe):
 ☐ other (specify):
- ☐ Except defendant (name):
 ☐ a business organization, form unknown
 ☐ a corporation
 ☐ an unincorporated entity (describe):
 ☐ a public entity (describe):
 ☐ other (specify):
- b. The true names and capacities of defendants sued as Does are unknown to plaintiff.
- c. ☐ Information about additional defendants who are not natural persons is contained in Complaint—Attachment 3c.
- d. ☐ Defendants who are joined pursuant to Code of Civil Procedure section 382 are (names):

(Continued)

SHORT TITLE:

KROW v. EASTON, et al.

CASE NUMBER:

COMPLAINT—Contract

Page two

4. ☐ Plaintiff is required to comply with a claims statute, and
- a. ☐ plaintiff has complied with applicable claims statutes, or
 - b. ☐ plaintiff is excused from complying because (specify):
5. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.
6. This action is filed in this ☒ county ☐ judicial district because
- a. ☒ a defendant entered into the contract here.
 - b. ☒ a defendant lived here when the contract was entered into.
 - c. ☒ a defendant lives here now.
 - d. ☒ the contract was to be performed here.
 - e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.
 - f. ☒ real property that is the subject of this action is located here.
 - g. ☐ other (specify):
7. ☐ The following paragraphs of this pleading are alleged on information and belief (specify paragraph numbers):
8. ☐ Other:
9. The following causes of action are attached and the statements above apply to each: (Each complaint must have one or more causes of action attached.)
- ☒ Breach of Contract
 - ☒ Other (specify): Fraud
 - ☐ Common Counts
10. PLAINTIFF PRAYS
- For judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- ☒ damages of \$ 25,000.00
 - ☒ interest on the damages ☐ according to proof ☒ at the rate of 10% percent per year from (date): Date of Judgment
 - ☒ attorney fees ☐ of \$ ☒ according to proof.
 - ☐ other (specify):

JAMES LEE CARTER

(Type or print name)

(Signature of plaintiff or attorney)

(If you wish to verify this pleading, affix a verification.)

Page two

SHORT TITLE:

KROW v. I TON

CASE NUMBER:

FIRST

(number)

CAUSE OF ACTION—Breach of Contract

Page 3

ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name):

alleges that on or about (date): September 7, 1988

a ☒ written ☐ oral ☐ other (specify):

agreement was made between (name parties to agreement): SHERRI KROW, and ANHTONY and SUSAN EASTON

☒ A copy of the agreement is attached as Exhibit A, or

☐ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☐ are as follows (specify):

BC-2. On or about (dates): November 1, 1988

defendant breached the agreement by ☐ the acts specified in Attachment BC-2 ☒ the following acts

(specify): Failure to transfer marketable title to improved real property located in the City of Belmont, County of San Mateo having boundary line specifications as represented to plaintiff by defendants, and each of them.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☐ as stated in Attachment BC-4 ☒ as follows (specify):

By reason of which plaintiff has suffered special and general damages totalling \$25,000.00.

BC-5. ☒ Plaintiff is entitled to attorney fees by an agreement or a statute

☐ of \$

☒ according to proof.

BC-6. ☐ Other:

SHORT TITLE:

KROW v. EASTON, et al.

CASE NUMBER:

SECOND

(number)

CAUSE OF ACTION—Fraud

Page 4

ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

FR-1. Plaintiff (name): SHERRI KROW

alleges that defendant (name): ANTHONY EASTON and SUSAN EASTON

on or about (date): November 1, 1988 defrauded plaintiff as follows:

FR-2. ☒ Intentional or Negligent Misrepresentation

a. Defendant made representations of material fact ☐ as stated in Attachment FR-2.a ☒ as follows:

Location of boundary line coincided with the line on which existing fence at the rear of the subject lot stands.

b. These representations were in fact false. The truth was ☐ as stated in Attachment FR-2.b ☒ as follows:

The true boundary line is up to 15 feet short of the line denoted by the existing fence.

c. When defendant made the representations.

☒ defendant knew they were false, or

☐ defendant had no reasonable ground for believing the representations were true.

d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations.

FR-3. ☒ Concealment

a. Defendant concealed or suppressed material facts ☐ as stated in Attachment FR-3.a ☒ as follows:

On-going boundary line dispute with neighbor to the rear of the subject property.

b. Defendant concealed or suppressed material facts

☒ defendant was bound to disclose.

☒ by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed or suppressed facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

(Continued)

SHORT TITLE:

KROW v. EASTON

CASE NUMBER:

SECOND

(number)

CAUSE OF ACTION—Fraud (Continued)

Page

45

FR-4. ☐ **Promise Without Intent to Perform**

a. Defendant made a promise about a material matter without any intention of performing it ☐ as stated in Attachment FR-4.a ☐ as follows:

b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act ☐ as stated in Attachment FR-5 ☒ as follows:

Plaintiff completed the purchase of the subject property from defendants, and each of them.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged ☐ as stated in Attachment FR-6 ☒ as follows:

Plaintiff has suffered loss of use of that portion of the subject property cut-off by the true boundary line, the cost to plaintiff of a boundary survey, the cost of removal of the existing fence, and building of a new one, all to plaintiff's damage in the sum of \$25,000.00.

FR-7. Other: Plaintiff is entitled to reasonable attorney's fees by agreement in a sum according to proof.

REGIONAL DATA SERVICE
REAL ESTATE PURCHASE CONTRACT AND RECEIPT FOR DEPOSIT

This is more than a receipt for money. This is intended to be a legally binding contract. Read it carefully.

RECEIVED FROM John J. Caplan California September 3 19 88 herein called "Buyer"
the sum set forth in "1.A" below as a deposit on account of the purchase price of Three Thousand Seven Hundred
and no/100ths (Dollars) (\$ 3,700.00)
for the purchase of property situated in San Diego County of San Diego
State of California, described as follows 1944 Wilson
upon the following terms and conditions.

1. FINANCING TERMS

- A. DEPOSIT evidenced by ☒ personal check, ☐ cash, ☐ cashier's check, ☐ other: _____
_____ which shall be held uncashed until acceptance, at
which time it shall be deposited in Escrow Holder's or Broker's trust account within 2 calendar
days. \$ 1,000.00
- B. ADDITIONAL DEPOSIT to be deposited to Escrow Holder or Broker's Trust Account in the form
of personal check on or before upon removal of
all carryback (See paragraph 10 regarding LIQUIDATED DAMAGES.) \$ 10,000.00
- C. BALANCE OF CASH DOWN PAYMENT to be deposited with Escrow Holder prior to the close
of escrow. \$ 63,000.00
- D. ☒ NEW FIRST Deed of Trust, or ☐ ASSUMPTION of Existing First Deed of Trust; encumbering
subject property securing a note payable to ☒ Lender ☐ Seller at approximately
\$ 2,376 per month to include: ☒ principal and interest, ☐ interest only,
☐ _____, at no more than 15 % ☐ fixed, ☒ VR interest per annum,
for no less than 30 years, with an interest rate cap of 5 % ☒ Buyer,
☐ _____, to pay loan fee not to exceed 2 % of loan. \$ 296,000.00
☐ RDS Finance Addendum (Seller Carryback)
- E. ☐ NEW SECOND Deed of Trust, or ☐ ASSUMPTION of Existing Second Deed of Trust;
encumbering the subject property securing a note payable to ☐ Lender ☐ Seller at
approximately \$ _____ per month, to include: ☐ principal and interest, ☐ interest
only, ☐ _____, at no more than _____ % ☐ fixed, ☐ _____, interest per
annum, for no less than _____ years with an interest rate cap of _____ % ☐ Buyer,
☐ _____, to pay loan fee not to exceed _____ % of loan, ☐ RDS Finance
addendum (Seller Carryback) \$ _____
- F. OTHER FINANCING TERMS: _____

_____ \$ _____
- G. TOTAL PURCHASE PRICE, not including closing costs. \$ 370,000.00
- H. LOAN APPLICATION: Buyer will apply for the above financing within 7 calendar days of acceptance. Buyer shall provide
seller evidence of loan application within the above time limit.
- I. FINANCING CONTINGENCY TERMS: This contract is subject to and conditioned upon Buyer obtaining financing. Buyer
qualify for and obtain financing or loan commitments on the terms set forth above. Buyer to remove this contingency in writing
accordance with the provisions of paragraph 8.
- J. EXISTING ENCUMBRANCES CONTINGENCY: If Buyer is to assume, or purchase "subject to", any of the loans of record, Seller
within _____ calendar days of acceptance, shall provide Buyer with copies of all applicable notes, deeds of trust, current interest
rates and balances. Buyer shall notify Seller in writing of Buyer's approval or disapproval of the terms of the notes and deed
trust encumbering the property and shall remove this contingency in accordance with the provisions of paragraph 8. Buyer shall
not unreasonably withhold approval. Buyer and Seller acknowledge that the existing loans encumbering the property
contain a clause that provides said loans are "due-on-sale" of the property. Seller shall pay any prepayment penalty that may
imposed on any existing loans payable on close of escrow. Buyer shall pay any prepayment penalty which may become due at
close of escrow on any loans assumed or taken "subject to". Any net differences between the approximate balances of loans
shown above, which are to be assumed, and the actual balances of said loans at close of escrow shall be:

☐ paid in cash, ☐ other _____

The impound account of any loan assumed or taken "subject to" shall be charged to Buyer, without deficiency or shortage, and
credited to Seller in escrow.

3. CONDITIONS RELATING TO TITLE:

- #### 4. ADDENDA:

☐ Condominium/PUD Disclosure
☐ Contingency Release Clause
☐ RDS Finance Addendum (Seller Carryback)
☐ Interim Occupancy Agreement (Buyer in possession)

- ☐ Res. Lease Agreement after Sale (Seller in possession)
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

5. TRANSFER DISCLOSURE:

- A. Unless exempt, Seller, shall comply with Civil Code Sections 1102 et seq., by providing Buyer with a fully completed Real Estate Transfer Disclosure Statement (TDS) signed by Seller, Agent representing Seller, and Agent obtaining the offer:
- 1) ☐ Buyer has received and read a Real Estate Transfer Disclosure Statement; or
- 2) ☒ Seller shall provide Buyer with a fully completed Real Estate Transfer Disclosure Statement within 7 calendar days of Seller's acceptance. Buyer shall have three (3) days after delivery to Buyer, in person, or five (5) days after delivery to deposit in the mail, to terminate this agreement by delivery of a written notice of termination to Seller or Seller's Agent.
- B. ALTERATIONS: Seller is obligated under California Law to disclose to Buyer any additions or alterations made by Seller, or known to Seller, without the benefit of appropriate government permits and final approvals. Seller shall also disclose notices of violations of any city, county, state, federal, building, zoning, fire, or health codes ordinances.

6. MANDATED DISCLOSURES:

When applicable to the property, Seller shall provide Buyer at Seller's expense the following information in writing as mandated law. This contract is contingent upon Buyer's written approval of items A, B, and C (Below). Items D, E, F and G, are mandatory disclosures but not contingencies. Buyer shall remove this contingency in accordance with the provisions of Paragraph

- A. **GEOLOGICAL HAZARDS:** Identified as SPECIAL STUDY ZONES, and other high risk areas. [Ref. Calif. Public Resources Co 2621-2625; Santa Clara County Ordinance C12-645, C12-647 & C12-650, City of San Jose Municipal Code Section 17.10.020 (H)]
- B. **HUD FLOOD HAZARD ZONE** and lenders requirements for HUD Flood Insurance.
- C. **CONDOMINIUM/PUD (Common Interest Subdivision).** California Civil Code Sec. 1365 and 1368. See RDS Addendum
- D. **SMOKE DETECTORS:** As required by law, smoke detector(s) shall be installed at the expense of Seller, prior to the close escrow, and a compliance report obtained if required by local ordinances.

Subject Property Address: 1445 Keller Road, Del Mar

7. TIME: TIME IS OF THE ESSENCE IN THIS CONTRACT. Extensions, if any, must be agreed to in writing by all parties.

8. CONTINGENCY REMOVAL: IN THE EVENT ALL CONTINGENCIES ARE NOT REMOVED IN WRITING WITHIN THE AGREED UPON TIMES, THIS CONTRACT, AT THE OPTION OF THE SELLER, MAY BE NULL AND VOID.

THE FOLLOWING CONTINGENCIES IF APPLICABLE ARE TO BE REMOVED IN WRITING WITHIN THE AGREED UPON TIMES.

A. Financing Contingency (Para. 1.I.) shall be removed on or before 30 calendar days from acceptance.

B. Title Documents (Para. 3.A.)

Mandated Disclosures (Para. 6)

Condition of Property (Para. 13.A.)

Condominium/PUD (Para. 6.C.)

RDS Finance Addendum (Seller Carryback)

(Para. 1.D. and 4.)

Existing Encumbrances Contingency (Para. 1.J.)

Bonds and Assessments (Para. 3.B.)

Other Contingencies Set Forth Here:

- ☒ Property Inspection
☐
☐

Shall be removed 15 Calendar days from acceptance.

9. HOME PROTECTION PLAN: Buyer and Seller have been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a Seller or Buyer. The Broker(s) in this transaction do not endorse or approve any particular company or program.

A. WAIVED: By placing their initials here, Buyer and Seller elect not to purchase a Home Protection Plan.

BUYERS' INITIALS: () ()

SELLER'S INITIALS: () ()

B. ACCEPTANCE: A Home Protection Plan shall be issued by American Home Shield Company at a cost not to exceed \$ 95.00 which shall be paid by Seller

10. LIQUIDATED DAMAGES:

A. IF BUYER FAILS TO COMPLETE THE PURCHASE AS HEREIN PROVIDED, BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM HIS OBLIGATION TO SELL THE PROPERTY TO BUYER AND MAY PROCEED AGAINST BUYER UPON ANY CLAIM OR REMEDY WHICH HE MAY HAVE IN LAW OR EQUITY; PROVIDED, HOWEVER, THAT BY PLACING THEIR INITIALS HERE BUYER () (), SELLER () () AGREE THAT SELLER SHALL RETAIN THE DEPOSIT AS HIS SOLE REMEDY AS LIQUIDATED DAMAGES. IF THE PROPERTY IS A DWELLING WITH NOT MORE THAN FOUR UNITS, ONE OF WHICH THE BUYER INTENDS TO OCCUPY AS HIS RESIDENCE, SELLER SHALL RETAIN AS LIQUIDATED DAMAGES THE DEPOSIT ACTUALLY PAID, OR ANY AMOUNT THEREFROM, NOT MORE THAN 3% OF THE PURCHASE PRICE AND PROMPTLY RETURN ANY EXCESS TO BUYER. THE ABOVE 3% LIMITATION DOES NOT APPLY IF THE BUYER DOES NOT INTEND TO OCCUPY THE PROPERTY AS HIS RESIDENCE.

B. THE BUYER ☒ DOES, ☐ DOES NOT INTEND TO OCCUPY THE PROPERTY AS HIS RESIDENCE.

C. IF THE BUYER AND SELLER HAVE INITIALED THE LIQUIDATED DAMAGES AGREEMENT IN PARAGRAPH 10.A., THEY ALSO AGREE TO EXECUTE, AT THE TIME OF ANY INCREASE IN DEPOSIT, A C.A.R. FORM RID-11 "RECEIPT FOR INCREASE OF DEPOSIT", OR SIMILAR TYPE FORM, WHICH REITERATES THE LIQUIDATED DAMAGES PROVISION.

11. STRUCTURAL PEST CONTROL CERTIFICATION:

A. Within 15 calendar days after the acceptance of this contract, the ☒ Buyer, ☐ Seller shall provide at ☒ Buyer's, ☐ Seller expense a current written report of an inspection, by a licensed Structural Pest Control Operator. This report shall include the main building and all attached structures.

The following detached structures to be included: _____

Subject Property Address: 1411 KALAMAZOO, Detroit

- E. If inspection of inaccessible area is recommended in the report, Buyer has the option of accepting and approving the report or requesting further inspection be made at the Buyer's expense. If further inspection is made prior to close of escrow and infestation, infection, or damage is found, repair of such damage and all work to correct conditions caused by infestation or damage, and the cost of entry and closing of the inaccessible area shall be at the expense of the Seller. If no infestation, infection, or damage is found, the cost of entry and closing of the inaccessible area shall be at the expense of Buyer. Seller consents to such an inspection and acknowledges his responsibility under Civil Code Section 1099 to deliver to Buyer a copy of the INSPECTION REPORT, A "NOTICE OF WORK COMPLETED" or a "CERTIFICATION pursuant to B&P Code 8519" as may be required as soon as practical before transfer of title or the execution of a real property sales contract as defined in Civil Code Section 2985. Seller directs Listing Broker to deliver such copies of the above document as may be required. Any changes to the above terms to be noted in Paragraph 16. If inaccessibility is caused by Seller's personal property then Seller, at Seller's expense, shall authorize reinspection prior to close of escrow.

Seller shall not be responsible for any expense related to infestation, infection or damage which has not been disclosed to Seller in writing prior to close of escrow.

- F. In the absence of any written agreement to the contrary between Buyer and Seller all repairs to be completed prior to close of escrow.

12. LEGAL NATURE OF AGREEMENT:

- A. ENTIRE AGREEMENT: This writing expresses the entire agreement of the parties. There are no other representations, oral or written which in any manner alter the applicable clauses and conditions of this contract.
- B. BINDING AGREEMENT: This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Buyer and Seller, and shall survive the recordation of Grant Deed and close of escrow. Buyer may not assign his rights hereunder without prior written consent of Seller.
- C. ARBITRATION: If the only controversy or claim between the parties arises out of or relates to the disposition of the Buyer's deposit, such controversy or claim SHALL be decided by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of Code of Civil Procedure Section 1283.05 shall be applicable to such arbitration.
- D. ATTORNEY FEES: In the event any legal or equitable action, arbitration or proceeding between the buyer, seller and/or their agents/brokers arising out of this agreement, the prevailing party, Buyer, Seller, Broker/Agent shall be awarded reasonable attorney's fees and court or arbitration costs in addition to any other judgment or award.
- E. DISSEMINATION OF INFORMATION: All parties authorize Brokers to disseminate information concerning sales price, terms and financing of this transaction after recording.

13. CONDITION OF PROPERTY:

- A. This contract is contingent upon and subject to Buyer's approval of the condition of the property. Buyer shall have the right and opportunity at Buyer's sole and complete expense to select licensed contractors and/or other qualified professionals to inspect and investigate the subject property including, but not limited to, the foundation, roof, heating, electrical, plumbing, septic tank, drain fields, air conditioning, pool, spa, hot tub, presence of any health hazards (including, but not limited to asbestos, radon gas, formaldehyde & other toxic substances), soils and geological conditions, boundary lines, set backs, compliance with zoning ordinance, building codes or any other factor which may affect the value or desirability of the property. No inspections may be made by any building department inspector or government employee without the prior written approval of Seller. Buyer warrants that Buyer will keep the subject property free and clear of any liens and indemnify and hold the Seller harmless from any liability claims, demands, damages, or costs and repair all damages to the property arising from any and all of the inspections mentioned above. Seller shall make the property reasonably available for such inspections. Buyer shall furnish at no cost to Seller copies of all reports concerning the property obtained by Buyer within the time frame of this paragraph. If the Buyer finds any deficiencies not covered under the normal maintenance in Paragraph 14 that are reasonably unsatisfactory to the Buyer, then the Buyer may cancel this contract or remove the contingency in accordance with Paragraph 8.

THE REAL ESTATE BROKER(S) AND AGENTS INVOLVED in this transaction do not encourage or recommend a waiver of this right to inspection. The Real Estate Broker(s) and Agents in this transaction further recommend and encourage the Buyer to obtain insurance coverage for any potential problems with regard to the physical condition of the property. In the event of waiver of the right of inspection, Buyer agrees that the Real Estate Broker(s) and Agents and Seller shall be free of any liability and claims for damages and Buyers will save and hold harmless Sellers and the Real Estate Broker(s) and Agents involved in this transaction from any and all liability, loss, costs or obligation on account of or arising out of the damages subsequently discovered by Buyer or their Agents.

- B. Buyer understands subject property is approximately 60 years old and should not be expected to meet the same expectations as a new property.
- C. Assuming a representation of square footage has been made, Buyer understands and agrees that said representation is only an approximation of the exact number of square feet the property contains. The Buyer has the right to obtain his own measurement of square footage.

14. MAINTENANCE

- A. THE FOLLOWING SYSTEMS ARE TO BE IN GOOD WORKING ORDER UNTIL BUYER TAKES POSSESSION: (1) Heating, cooling, plumbing, built-in appliances, pool, attached pool equipment, and spa, solar, electrical, sprinklers, alarm, sewer, and any other mechanical system presently installed on property. (2) Roof to be free of leaks. (3) Broken or cracked glass to be replaced.

Subject Property Address: 1741 ALABAMA AVE. N.W.

18. AGENCY DISCLOSURE: (As required by the Civil Code.)

A. BUYER AND SELLER ACKNOWLEDGE PRIOR RECEIPT OF THE AGENCY DISCLOSURE FORMS.

B. AGENCY CONFIRMATION: the following agency relationship(s) are hereby confirmed for this transaction.

LISTING AGENT: Donald & Marie

SELLING AGENT: Donald & Marie

Is the agent of (check one)

(if not the same as Listing Agent)

☐ the Seller exclusively; or

is the agent of (check one): ☐ the Seller exclusively; or

☒ both the Buyer and Seller

☐ the Buyer exclusively; or ☒ both the Buyer and Seller

NOTE: Listing Agent refers to Listing Firm. Selling Agent refers to Selling Firm

17. OTHER TERMS AND CONDITIONS:

Buyer has been given a copy of the
and the title company has been given a copy of the
and the title company has been given a copy of the
and the title company has been given a copy of the

18. ESCROW CONDITIONS AND INSTRUCTIONS:

A. CLOSE OF ESCROW: Transfer of title/recording shall be on November 2, 1988 (date). Any change in this date must have mutual written consent of Buyer and Seller

B. POSSESSION: Possession of the property shall be delivered to Buyer: ☒ noon on date of recording. ☐ not later than _____ days after the date of recording, or ☐ _____

In the event Seller does not deliver possession to Buyer at the date specified then, Seller shall be liable to Buyer for all damages, including consequential damages Buyer has sustained as occasioned by the delay.

C. PRORATIONS: Taxes for the fiscal year, interest on any loan assumed by Buyer, homeowners association dues, rents and premiums on insurance acceptable to Buyer shall be prorated: ☒ from date of recording. ☐ _____

D. TRANSFER TAXES: Seller shall pay the cost of county real property transfer tax. Transfer taxes or fees required by any other lawful authority shall be paid by Seller

E. RELEASE OF FUNDS: Funds placed in the Trust Account of either Broker or Escrow Holder will not be released automatically. A release is required prior to any disbursement signed by all the parties including Brokers.

F. ESCROW INSTRUCTIONS: This paragraph, as well as Paragraph 19.B., together with any additional escrow instructions shall constitute joint escrow instructions to the escrow holder. The parties shall execute such additional escrow instructions as requested by the escrow holder not inconsistent with the provisions of Paragraphs 18 and 19 herein. Nothing in this paragraph shall impose any duty upon the escrow holder to concern itself with other provisions of this contract nor to make any determination as to the ownership of or right, title or interest in any funds deposited in the event of any alleged failure of performance by either Buyer or Seller. The Buyer and Seller acknowledge that they have been informed that the use of certain out of state funds and use of drafts may cause a delay of up to ten (10) days in closing of the escrow.

19. OFFER AND ACCEPTANCE:

A. This constitutes an offer to purchase the described property and shall be deemed revoked unless accepted in writing by Seller by 11:00 presentation (date/time) and such acceptance is so communicated to Buyer or Buyer's Agent. Buyer shall receive a signed copy hereof as soon after Seller's acceptance as practical. Buyer hereby acknowledges receipt of a copy of this agreement.

Date 9/3/88 Buyer Shirley A. Krow

Date _____ Buyer _____

Date 9-3-88 Selling Office Donald & Marie

By Donald & Marie

Address 1741 Alabama Ave. N.W.

Telephone 215-381-9570

B. BROKERAGE FEE: In consideration of services rendered, Seller agrees to pay Listing and Selling Broker a brokerage fee in the sum of _____ (or) _____ % of the sale price, and Seller hereby assigns to Listing Broker said amount from the proceeds of this sales transaction and irrevocably instructs Escrow Holder to disburse said sums to Listing and Selling Broker at the time of close of escrow. If the sale to Buyer is prevented by any default of Seller, said fee shall be due and payable at the time of such default. If the sale is prevented by any default of Buyer, said fee shall be due and payable if and when Seller collects damages from Buyer by suit or otherwise, and then in an amount equal to the lesser of such commission, or one half (1/2) of the damages collected after deducting all expenses of collection. Notwithstanding the above, the mutual rescission of this agreement by Buyer and Seller shall not relieve said parties of their obligations to Broker herein. In any action between Broker and Seller arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Listing Broker hereby assigns to Selling Broker the amount of Three per cent (or) 3 % of the sales price from said brokerage fee and instructs Escrow Holder to disburse said amount of Selling Broker.

C. COUNTER OFFER (_____) (_____). By placing their initials here, Seller's acceptance is conditioned upon Buyer's accepting the attached counter offer in writing.

D. ACCEPTANCE: The undersigned Seller accepts the foregoing offer and agrees to sell the property described herein to the Buyer, and further acknowledges receipt of a copy hereof and authorizes Broker to deliver a signed copy to Buyer.

Date _____ Seller _____

Date _____ Seller _____

Date _____ Listing Office _____

By _____

Address _____

Telephone _____

Broker's Review _____

(Initials)

Date _____

A REALTOR MAY ADVISE ON REAL ESTATE IF YOU DESIRE LEGAL, TAX OR OTHER PROFESSIONAL ADVICE, CONSULT AN ATTORNEY, TAX ACCOUNTANT, GEOLOGIST OR OTHER PROFESSIONAL ADVISOR. THIS STANDARDIZED DOCUMENT IS FOR USE IN SIMPLE TRANSACTIONS. NO REPRESENTATION IS MADE REGARDING THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. IT SHOULD NOT BE USED IN COMPLEX TRANSACTIONS OR WITH EXTENSIVE RIDERS OR ADDITIONS.

Subject Property Address: 1771 MILLMAN, Belmont

- E. If inspection of inaccessible area is recommended in the report, Buyer has the option of accepting and approving the report or requesting further inspection be made at the Buyer's expense. If further inspection is made prior to close of escrow and infestation, infection, or damage is found, repair of such damage and all work to correct conditions caused by infestation or damage, and the cost of entry and closing of the inaccessible area shall be at the expense of the Seller. If no infestation, infection, or damage is found, the cost of entry and closing of the inaccessible area shall be at the expense of Buyer. Seller consents to such an inspection and acknowledges his responsibility under Civil Code Section 1099 to deliver to Buyer a copy of the INSPECTION REPORT, A "NOTICE OF WORK COMPLETED" or a "CERTIFICATION pursuant to B&P Code 8519" as may be required as soon as practical before transfer of title or the execution of a real property sales contract as defined in Civil Code Section 2985. Seller directs Listing Broker to deliver such copies of the above document as may be required. Any changes to the above terms to be noted in Paragraph 16. If inaccessibility is caused by Seller's personal property then Seller, at Seller's expense, shall authorize reinspection prior to close of escrow.

Seller shall not be responsible for any expense related to infestation, infection or damage which has not been disclosed to Seller in writing prior to close of escrow.

- F. In the absence of any written agreement to the contrary between Buyer and Seller all repairs to be completed prior to close of escrow.

12. LEGAL NATURE OF AGREEMENT:

- A. ENTIRE AGREEMENT: This writing expresses the entire agreement of the parties. There are no other representations, oral or written which in any manner alter the applicable clauses and conditions of this contract.
- B. BINDING AGREEMENT: This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Buyer and Seller, and shall survive the recordation of Grant Deed and close of escrow. Buyer may not assign his rights hereunder without prior written consent of Seller.
- C. ARBITRATION: If the only controversy or claim between the parties arises out of or relates to the disposition of the Buyer's deposit, such controversy or claim SHALL be decided by binding arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of Code of Civil Procedure Section 1283.05 shall be applicable to such arbitration.
- D. ATTORNEY FEES: In the event any legal or equitable action, arbitration or proceeding between the buyer, seller and/or their agents/brokers arising out of this agreement, the prevailing party, Buyer, Seller, Broker/Agent shall be awarded reasonable attorney's fees and court or arbitration costs in addition to any other judgment or award.
- E. DISSEMINATION OF INFORMATION: All parties authorize Brokers to disseminate information concerning sales price, terms and financing of this transaction after recording.

13. CONDITION OF PROPERTY:

- A. This contract is contingent upon and subject to Buyer's approval of the condition of the property. Buyer shall have the right and opportunity at Buyer's sole and complete expense to select licensed contractors and/or other qualified professionals to inspect and investigate the subject property including, but not limited to, the foundation, roof, heating, electrical, plumbing, septic tank, drain fields, air conditioning, pool, spa, hot tub, presence of any health hazards (including, but not limited to asbestos, radon gas, formaldehyde & other toxic substances), soils and geological conditions, boundary lines, set backs, compliance with zoning ordinance, building codes or any other factor which may affect the value or desirability of the property. No inspections may be made by any building department inspector or government employee without the prior written approval of Seller. Buyer warrants that Buyer will keep the subject property free and clear of any liens and indemnify and hold the Seller harmless from any liability claims, demands, damages, or costs and repair all damages to the property arising from any and all of the inspections mentioned above. Seller shall make the property reasonably available for such inspections. Buyer shall furnish at no cost to Seller copies of all reports concerning the property obtained by Buyer within the time frame of this paragraph. If the Buyer finds any deficiencies not covered under the normal maintenance in Paragraph 14 that are reasonably unsatisfactory to the Buyer, then the Buyer may cancel this contract or remove the contingency in accordance with Paragraph 8.

THE REAL ESTATE BROKER(S) AND AGENTS INVOLVED in this transaction do not encourage or recommend a waiver of this right to inspection. The Real Estate Broker(s) and Agents in this transaction further recommend and encourage the Buyer to obtain insurance coverage for any potential problems with regard to the physical condition of the property. In the event of waiver of the right of inspection, Buyer agrees that the Real Estate Broker(s) and Agents and Seller shall be free of any liability and claims for damages and Buyers will save and hold harmless Sellers and the Real Estate Broker(s) and Agents involved in this transaction from any and all liability, loss, costs or obligation on account of or arising out of the damages subsequently discovered by Buyer or their Agents.

- B. Buyer understands subject property is approximately 60+ years old and should not be expected to meet the same expectations as a new property.
- C. Assuming a representation of square footage has been made, Buyer understands and agrees that said representation is only an approximation of the exact number of square feet the property contains. The Buyer has the right to obtain his own measurement of square footage.

14. MAINTENANCE

- A. THE FOLLOWING SYSTEMS ARE TO BE IN GOOD WORKING ORDER UNTIL BUYER TAKES POSSESSION: (1) Heating, cooling, plumbing, built-in appliances, pool, attached pool equipment, and spa, solar, electrical, sprinklers, alarm, sewer, and any

COUNTER OFFER

Dated: 9-4-88 Time: 7 p.m.

In response to the offer to purchase the real property commonly known as 1941 HILLMAN AVE - BELMONT

made by Sherri A. KROW

dated 9-3-88

the following counter offer is hereby submitted:

- 1- deposit to be increased to \$10,000 in escrow within 5 (five) days of acceptance -
 - 2- loan application to be applied within 3 (three) calendar days from acceptance
 - 3- Close of escrow to be concurrent with close of escrow of 238 Shorebird - Redwood city - but no later than december 2, 1988.
 - 4- Purchase Price to be: \$379,000.
 - 5- Home protection plan by HSCO already applied for.
 - 6- Paragraph #8 - contingency Removal shall read as follows:
"In the event all contingencies are not removed in writing within the agreed upon time, this contract at the option of the seller, may be null and void"
- END OF COUNTER OFFER -

OTHER TERMS: All other terms to remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other offer prior to purchaser's written acceptance of this counter offer. Acceptance shall not be effective until personally received by

Claudia M. Gladney
(Listing Agent)

EXPIRATION: This counter offer shall expire unless a copy hereof with purchaser's written acceptance is delivered to seller or his agent within two (2) days from date.

William T. East
Susan East

Seller

Seller

Dated: 9.4.88 Time: 9:20 pm

The undersigned purchaser accepts the above counter offer. with the following exception:

1. Purchase price to be \$370,000.

COUNTER OFFER

Dated: Sept 5, 88 Time: 6:45 pm.In response to the offer to purchase the real property commonly known as 1941 HillmanAve. Belmont, Cal. F.made by Sherril A. Knowltondated Sept 4, 1988, the following counter offer is hereby submitted:

1. Saleprice to be Three Hundred Seventynine Thousand dollars. (\$379,000.00).
2. Seller To carry back a note secured by a Second Deed of Trust on The property in the amount of \$10,000.00 payable interest only or more per month including interest at 8% per annum. Payments to start the 13th month from date of conveyance. Note to contain due on sale clause. Balloon payment for full term due 24 months after date of note conveyance.
3. This counter offer also includes counter offer dated September 4, 1988.

OTHER TERMS: All other terms to remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other offer prior to purchaser's written acceptance of this counter offer. Acceptance shall not be effective until personally received by

Cornish & Carey

(Listing Agent)

EXPIRATION: This counter offer shall expire unless a copy hereof with purchaser's written acceptance is delivered to seller or his agent within ONE days from date.

Anthony T. East Seller

Susan East Seller

Dated: 9-5-88 Time: 7:30 p.m.

The undersigned purchaser accepts the above counter offer.

f Sherril A. Knowlton